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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION *E-FILED - 4/21/05*

DIRECTV, INC., a California corporation,

 Plaintiff,

 vs.

 HILARIO ROMERO,

 Defendant.

Case No.: CV-04-3592 RMW

Honorable Ronald M. Whyte

**STIPULATION FOR VOLUNTARY
 DISMISSAL OF DEFENDANT HILARIO
 ROMERO AND REQUEST TO RETAIN
 JURISDICTION; [PROPOSED] ORDER
 THEREON**

IT IS HEREBY STIPULATED by and between Plaintiff DIRECTV, Inc.
 ("DIRECTV") and Defendant HILARIO ROMERO, through their respective counsel of record,
 that the above-captioned action be and hereby is dismissed with prejudice, pursuant to Fed. R.
 Civ. P. 41(a)(1), as to Defendant HILARIO ROMERO. Each of said parties to bear its/his own
 costs and attorney's fees.

Defendant HILARIO ROMERO is the last remaining Defendant in this action.
 This entire action as to all remaining claims is hereby terminated in full.

The terms of the Confidential Settlement Agreement dated March 21, 2005
 ("Agreement") entered into between the Defendant and DIRECTV require installment payments

1 from Defendant, the last of which is not due to be received until November 2005. If the
 2 Defendant does not make any payment under the Agreement when due, DIRECTV is authorized
 3 to seek the entry of a Judgment in this action against Defendant pursuant to a Stipulation for
 4 Entry of Judgment ("Stipulation") executed by the parties concurrently with the Agreement. The
 5 parties therefore have consented, and hereby further stipulate and consent to, the retention of
 6 jurisdiction over them by this Court and to reference to a Magistrate Judge in this District for the
 7 purpose of enforcing the payment terms of the Agreement, including entering a Judgment against
 8 Defendant pursuant to the Stipulation. The parties therefore respectfully request that the Court
 9 retain such jurisdiction.

10 DATED: April 13, 2005

Respectfully Submitted,

11 BUCHALTER, NEMER, FIELDS & YOUNGER
 12 A Professional Corporation

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 14 By: 
 15 Sandeep I. Shah
 Attorneys for Plaintiff DIRECTV, Inc.

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 17 DATED: April 13, 2005

PARR LAW GROUP

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 19
 20 By: 
 21 Shawn R. Parr
 Attorneys for Defendant HILARIO ROMERO

ORDER

HAVING READ AND CONSIDERED the forgoing Stipulation for Voluntary Dismissal of Defendant HILARIO ROMERO and Request to Retain Jurisdiction, and such other pleadings, documents and records deemed appropriate by the Court, and good cause appearing therefore, IT IS HEREBY ORDERED:

(1) Defendant HILARIO ROMERO is hereby dismissed from this action with prejudice;

(2) Each of said parties to bear its/his own costs and attorney's fees; and

(3) The Court shall retain jurisdiction over DIRECTV and Defendant HILARIO ROMERO to enforce the terms described above of the Settlement Agreement between those parties dated March 21, 2005 and hereby refers any further proceedings in this action to enforce such terms of the Settlement Agreement to a Magistrate Judge of this District.

Dated: 4/21/05

/S/ RONALD M. WHYTE

Honorable Ronald M. Whyte
Judge of the United States District Court
Northern District of California